



**Amended Order
Order under Section 69
Residential Tenancies Act, 2006
And**

Citation: Grant v Attard, 2026 ONLTB 7561

Date: 2026-01-28

Date Amended: 2026-04-15

File Number: LTB-L-092766-25

In the matter of: Unit 1 (Master Bedroom), 147 PORCHLIGHT
RD
~~Toronto~~ **Brampton** ON L6X4R7

Between: Peta-gay Grant Landlord

And

Donna Attard Tenants
Paul Gay

Peta-gay Grant (the 'Landlord') applied for an order to terminate the tenancy and evict Donna Attard and Paul Gay (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 19, 2026.

The Landlord, the Landlord's Legal Representative, Kevin Josephs, the Tenants, and the Tenants' Legal Representative, Jasleen Narula, attended the hearing.

I have considered all of the evidence presented at the hearing and all of the oral testimony and although I may not have referred to each piece of evidence individually or referenced all of the testimony, I have considered it when making my determinations.

This amended order is issued to correct a clerical error in the order issued on January 28, 2026.

Determinations:

Preliminary Issue: Section 82 Disclosure:

1. At the hearing, the Tenants attempted to raise issues with the tenancy as permitted under s. 82 of the *Residential Tenancies Act, 2006* (the 'Act').

2. However, the Tenants confirmed that they had not disclosed any s. 82 issues to the Landlord prior to the hearing in accordance with Rule 19 of the Board's Rules of Procedure. Consequently, in the interests of procedural fairness, the Tenants were not permitted to bring those issues forward in relation to this application. The Tenants may file their own application.

L1 Application:

3. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
4. The Tenants were in possession of the rental unit on the date the application was filed.
5. The Tenants vacated the rental unit on January 17, 2026. Rent arrears are calculated up to the date the Tenants vacated the unit.
6. The parties do not dispute that lawful rent was \$1,400.00 when the Tenancy began in March 2024. It was due on the 1st day of each month.
7. The Tenants have paid \$2,400.00 to the Landlord since the application was filed.

Rent charge:

8. For the following reasons, I find the Tenants owe rent arrears to January 17, 2026 in the amount of \$1,782.51. I have considered the Tenants' submission that no arrears were owing because the outstanding balance should be offset by a fee for the cleaning service the Tenant, Donna Attard ('DA'), provided for the residential complex. That submission is addressed below.
9. It should be noted that employment agreements themselves are not covered under the Act. The parties do not dispute that on May 10, 2024, an oral employment agreement was made between them that the Tenants would receive compensation of \$200.00 for cleaning services provided by DA which would then be offset against the monthly rent. However, the letter from the Landlord to DA dated July 22, 2025, terminated their employment agreement effective August 1, 2025. In that letter, the Landlord informed DA that the Tenants would be expected to pay the lawful rent of \$1,400.00, and they would no longer be able offset their monthly rent by \$200.00 from August 1, 2025 onwards. I acknowledge that DA elected to continue cleaning the common areas until September 13, 2025 and take out the garbage bins until they vacated the unit, but that would not require the Landlord to accept the work done or offset the Tenants' rent by \$200.00 from August 2025 onwards when the employment agreement had already ended.
10. The Tenants testified they continued paying only \$1,200.00 per month for rent after receiving the July 22, 2025 letter terminating the employment agreement. Therefore, the amount the Tenants owe is \$1,782.51 from August 1, 2025 to January 17, 2026, calculated as follows: \$2,000.00 to November 30, 2025 + \$1,400.00 for December rent + per diem of \$46.03 for 17 days for January 1 to 17, 2026 = \$1,782.51.

11. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
12. There is no last month's rent deposit.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated as of January 17, 2026, the date the Tenants moved out of the rental unit.
2. The Tenants shall pay to the Landlord \$1,968.51. This amount includes rent arrears owing up to the date the Tenants moved out of the rental unit and the cost of filing the application. See Schedule 1 for the calculation of the amount owing.
3. If the Tenants do not pay the Landlord the full amount owing on or before February 8, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 9, 2026 at 4.00% annually on the balance outstanding.

January 28, 2026

Date Issued

April 15, 2026

Date Amended

Fotoula Hatzantonis

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay as the tenancy is terminated

Rent Owing To Move Out Date	\$4,182.51
Application Filing Fee	\$186.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$2,400.00
Total amount owing to the Landlord	\$1,968.51